

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING	PAGE 1	OF PAGES 48
2. CONTRACT NO.	3. SOLICITATION NO. DTFACT-09-R-00011	TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED <input type="checkbox"/> SEALED BID		5. DATE ISSUED 02/09/09	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY: FAA William J. Hughes Technical Center Acquisition & Grants Team, AJA-4730 (Lori McLaughlin) Atlantic City International Airport, NJ 08405				8. ADDRESS OFFER TO (If other than Block 7) Same as block no. 7.		

SOLICITATION

9. Offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in FAA Wm. J. Hughes Technical Center, Contracts Branch, Tech Bldg., 4th floor, Col. L23, Atlantic City Int'l Until 2 p.m. local time 2/26/09
*See Section L for detailed submission requirements Airport, NJ 08405 (Hour) (Date)
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:	A. NAME Lori M. McLaughlin	B. TELEPHONE NO. (Include area cod) (NO COLLECT CALLS) (609) 485-5174
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OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY : FAA Accounts Payable Branch, AMZ-110 6500 S. MacArthur Blvd. Oklahoma City, OK 73619	
26. NAME OF CONTRACTING OFFICER (Type or print) Lori M. McLaughlin		27. UNITED STATES OF AMERICA	28. AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B.1 PRICES/COSTS

The pricing for this project consists of the following:

CLIN	Supplies/Services	Unit	Unit Price	Amount
001	NASQuest Upgrade	1	lump sum	\$_____

PART I - SECTION C

SCOPE OF WORK

C.1 Background

The Air Traffic Organization – En Route (ATO-E) En Route and Oceanic Services, have a requirement to provide second level support for the Federal Aviation Administration (FAA) HOST Computer Systems (HCS) at all 20 Air Traffic Control Centers (ARTCCs), the William J. Hughes Technical Center, and other FAA facilities.

An independent analysis tool for the HCS called NASQuest has been used to gather information about HOST for analysis by FAA personnel. The FAA, ATO-E currently has a requirement for the provision of an upgraded NASQuest analysis tool that includes a newer version of the software application and upgraded hardware/servers to run the tool and store information.

Currently, approximately 200 users utilize the NASQuest program for analysis and they share processor time on a single server. This has caused significant delays in the returning of results. The NASQuest upgrade will allow for faster return of results and the ability to support additional concurrent users.

This statement of work identifies the specific tasks to be accomplished at the Federal Aviation Administration (FAA), William J. Hughes Technical Center (WJHTC) in support of the NASQuest upgrade.

C.1.1 Scope

This SOW describes the requirements for the products and services to be provided under this contract. At a minimum, the contractor shall possess the experience outlined in section C.2, Contractor Requirements and shall provide Software Engineering Services pursuant to section C.3, Detailed Task Requirements and ALL subsections therein.

All required work to complete this effort shall be performed at the government site, FAA William J. Hughes Technical Center, Pomona, NJ.

C.2 Contractor Requirements

The contractor shall provide resident NAS software engineering services. The contractor must have experience in all of the following areas:

1. Software design, implementation and testing based on software requirements.
2. Development of applications on Sun Solaris operating system.
3. Development of applications on Linux operating system.
4. Development of MySQL storage engines (custom database engine development).
5. Development of applications that access a MySQL database.
6. Installing, configuring and administering MySQL databases.
7. Development of applications using the Berkeley sockets (BSD) API
8. Development of applications using the zlib data compression library.

9. Development of applications using the Secure Sockets Layer (SSL) library.
10. Development of web-based applications using Common Gateway Interface (CGI) programs.
11. Building applications using various shell scripting languages like bash, sh, ksh, tcsh.
12. Solaris system administration
13. Linux system administration
14. System security administration including server security and router security.

In addition, the contractor must have knowledge of:

1. Host Radar Data Processing
2. Host Flight Data Processing
3. Host Monitor
4. Host Common Message Set (CMS)

C.3 Detailed Task Requirements

The following subsection provides a description of the Task requirements to be included under this SOW.

C.3.1 Software Engineering Services

The objective of the software engineering function is to provide comprehensive software development and support for the NASQuest server as directed. Specifically, the FAA desires to migrate the existing NASQuest system to a three-tier architecture in which the Data Tier and the Logic (also called Middle or Application) Tiers are operated on separate physical servers. This shall include but not be limited to the activities outlined below.

C.3.1.1 Software Development

The contractor shall perform software development activities to upgrade and migrate the NASQuest server applications. The development activities shall include but not be limited to the following activities:

- Modify the current NASQuest database to operate on a minimum of two and maximum of 10 physical Data Tier (database) servers.
- Develop application tier software to support load balancing between the database servers using a custom developed or an existing open-source MySQL load balancing application.
- Develop the application tier to include the ability to support web-based and client application requests.

The contractor shall meet the following requirement(s) for the software code development:

- The load balancing application shall:
 - Run on the NASQuest front-end (application) server.
 - Run on the Solaris operating system
- Use the latest Generally Available (GA) Release of MySQL server (currently v5.0).
- Use either the standard MyISAM or InnoDB storage engines with the MySQL server or any other MySQL storage engine approved by the FAA.
- Use either Linux or Solaris operating system on the two NASQuest back-end database servers.
- Install and configure MySQL server on the two NASQuest back-end database servers.

- Use the live HOST CMS datafeed available at the William J. Hughes Technical Center to populate the NASQuest database on a real-time basis
- Use the recorded HOST CMS data stored at the William J. Hughes Technical Center to populate missing entries in the NASQuest database on a daily basis
- Parse the CMS messages for all 20 ARTCCs into their appropriate fields and store the fields in the NASQuest database
- Configure MySQL to ensure that:
 - No more than 3 years worth of CMS data for all 20 ARTCCs is stored in the MySQL database
 - MySQL indexes as many CMS fields as possible to ensure that 80% of all user queries return within 5 seconds.
- Determine and implement, with FAA input and concurrence, an appropriate authentication and authorization scheme as well as any other necessary security mechanisms.
- Provide administration capability for user accounts. Includes the ability to create, modify and delete user accounts.
- Provide remote access via a secure mechanism like Secure Socket Layer (SSL).

C.3.2 Resolution of Software Design Issues

The contractor shall interface with key FAA personnel to resolve software technical design issues and discrepancies revealed during development design reviews. Consideration shall always be given to efficiency in processor utilization and response.

C.3.2.1 Project Management

The Contractor shall assign a point of contact (POC) that shall be the single focal point within the Contractor's activity for all project tasks. The POC shall be prepared at all times to present and discuss, with the CO and/or the COTR, the current status pertaining to the total contract.

The Contractor shall continuously monitor the technical performance of this contract, and of all subcontracts, to provide the Government with a timely assessment of program progress or problems, and to control the contract activities as well as subcontractor and vendor activities.

The Contractor shall provide input to the FAA system schedule for each system. The schedule will be maintained by the government or other support contractors in the form of an integrated program schedule, and will include both planned dates and actual completion dates.

The Contractor shall provide updated status weekly, for the activities and milestones indicated.

The Contractor shall prepare and submit Status Reports on a monthly basis.

C.4 Government Furnished Equipment

The Government will provide the following:

- The current NASQuest software baseline.
- All necessary hardware, including the hardware platform where the NASQuest project will be hosted when deployed. All required hardware to complete this effort, including the development platform, is located at the William J. Hughes Technical Center, NJ.
- All necessary office space, including desks, computers, printers, etc.

C.5. List of Deliverables

All data items identified in this SOW shall be delivered to the Government in digital media compatible with the Microsoft Office suite of products, (unless otherwise specified), as well as hard copy.

The Contractor shall provide status reports, progress reports, and other deliverables as required in Government format. The FAA may at its discretion choose to use a suitable format proposed by the Contractor for any of the deliverables indicated in lieu of Government format.

The following deliverables shall be provided. All references to days are in calendar days.

Deliverable	Due Date
Schedule	Draft – Ten (10) days after contract award, Updates - every two weeks
Design Review Package	Two (2) prior to meeting
System Design Document	Draft 30 days after contract award, Final 10 days after FAA comments
Software Program Specification	Draft 45 days after contract award, Final 10 days after FAA comments
List of COTS software used	Ten (10) days prior to readiness review meeting
Acceptance Test Readiness Review	Agenda – 1 day prior to the meeting Minutes- 5 days after the meeting
Acceptance Test Plan	Draft 30 days prior to test, Final 10 days after FAA comments
Acceptance Test Procedures	Draft 10 days prior to test, Final 5 days after FAA comments
Acceptance Test Report	Draft 10 days after test completion, Final 5 days after FAA comments
Manuals and Documentation for all CAS/COTS	Ten (10) days after Acceptance Test
CAS Software	Ten (10) days after Acceptance Test
Contractor Developed software, including source code	Ten (10) day After Acceptance Test
Special Reports (as needed)	30 days after completion of study/test

C.6. Milestone Payment Schedule

Number	Milestone	Description	Payment
1	Schedule and Draft System Design Document (SDD) delivery	NASQuest development schedule and 50% completed SDD (including CAS software to be used, network diagrams and data flow diagrams) delivered to the FAA.	10% of total FFP
2	Draft Software Program Specification (SPS) delivery	50% completed Software Program Specification delivered to the FAA.	10% of total FFP
3	Acceptance Test Plan and Procedures delivery	Phase 1 and Phase 2 Acceptance Test Plan and Procedures delivered to the FAA	10% of total FFP
4	NASQuest Phase 1 complete	All phase 1 acceptance testing has been completed and signed off on by the FAA.	20% of total FFP
5	System Design Document and Software Program Specification review	75% completed SSD and SPS delivered to and reviewed by the FAA.	10% of total FFP
6	NASQuest Phase 2 complete	All phase 2 acceptance testing has been completed and signed off on by the FAA.	10% of total FFP
7	CAS and contractor developed software including source code, final SSD and SPS documents, and manuals/documentation for all CAS software delivery	NASQuest v2.0 delivered to the FAA. All NASQuest documentation will be 100% complete.	30% of total FFP

C.7. Period of Performance

The period of performance shall be one (1) year from the start of this effort.

PART I - SECTION D
PACKAGING AND MARKING

D.1 PREPARATION FOR DELIVERY (DATA ITEMS)

Data furnished hereunder shall be adequately packaged to assure safe delivery to destination.

D.2 CONTENTS OF DELIVERABLES

Technical reports/plans shall be delivered in the form of Microsoft Office Files and be electronically delivered by mail. The contractor is to provide separate digital images of any photo, figures or drawings used in reports if the images are too large to be contained in the original Word files. Technical presentations shall be in accordance with good commercial practice.

Note: All sensitive material requires COTR approval before electronic submission.

WJHTC 3.10.1-1 PRESERVATION, PACKAGING, AND MARKING (AUGUST 2002)

The Contractor shall ensure all deliverables (e.g. reports, materials, hardware, and software, etc) applicable to this contract are prepared for shipment in accordance with the contractor's best commercial practice to protect delivery to the Government from damage, contamination, and deterioration during shipping and handling. All deliverables must contain the name of the contractor, contract number, delivery order number, description of items contained therein, consignees' name and address, and if applicable, packages containing software or other magnetic media shall be marked on external container with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

NOTE: If more than one package is shipped, it shall be marked "1 of _", etc.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.4-10 Inspection of Services – Both Fixed Price & Cost Reimbursement (April 1996)

3.10.4-6 Inspection of Research & Development - Fixed-Price (April 1996)

PART I - SECTION F

DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

G.1 CONTRACT ADMINISTRATION

(a) The Contracting Officer for negotiation and administration is:

Name: Lori M. McLaughlin
Organization Code: AJA-4730
Telephone No.: (609) 485-5714

G.2 INVOICING PROCEDURES

The Contractor shall submit a properly executed original and three (3) copies of the Contractor's regular invoice, identified by the Contract Number to:

Federal Aviation Administration
Accounts Payable Branch, AMZ-110
P.O. Box 25710
Oklahoma City, OK 73125

Contractor's invoices must include the following items:

1. Name and address of the contractor.
2. Invoice date.
3. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

5. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

6. Name and address of contractor official to which payment is to be sent (must be the same as that in the contract or on a proper notice of assignment).

7. Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

8. Any other information or documentation required by the contract (such as evidence of shipment).

For purposes of financial tracking the contractor's invoice should provide the following information (if not already provided in items 1 through 8, above):

The invoice should reflect all the expenditures to date for the entire contract (Cumulative expenses), and the funds remaining with regard to funding allocations and budgets. The original negotiated hours and/or dollars.

G.3 CONTRACTOR REMITTANCE ADDRESS

Contractor remittance address, if different from that shown on the face page of this document:

Contractor's Name

Address

City, State, and Zip Code

If payment may be made via the electronic funds transfer method, the contractor shall complete the following:

1. Bank Name and Address: _____

2. Routing Transit Number: _____

3. Depositor Account Title: _____

4. Depositor Account Number: _____

5. Other Information: _____

G.4 INTERPRETATION OR MODIFICATION

No oral statement of any person, and no written statement of anyone other than the Contracting Officer, or his/her authorized representative shall modify or otherwise effect the terms or meaning of the schedule or specifications. All requests for interpretation or modification shall be made in writing to the Contracting Officer.

G.5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Work to be performed under this contract shall be subject to the technical direction of the following FAA Contracting Officer's Technical Representative (COTR):

Christopher Gallagher, COTR

Office: (609) 485-6324

G.6 Contractor's Trusted Agent

Contractor shall provide the name and title of the representative who will serve as the Trusted Agent under this contract. The Trusted Agent is the individual who has been empowered to participate in the Personal Identity Verification (PIV) registration and issuance process. They perform the duties such as examination of Form I-9 "Employment Eligibility Verification" documentation, photograph and fingerprinting applicants, and forwarding required security forms to the William J. Hughes Technical Center, ACT-8 Personnel Security Specialists.

Name

Title

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

All representations, certifications and other written statements made by the Contractor in response to Section K of the SIR, incident to award of this contract or modification of this contract, are hereby incorporated by reference into this contract with the same force and effect as if they were given in full text herein.

H.2 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS

The Contractor shall provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor shall not provide technical direction of, or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts shall not be binding on other Government contractors. The Contractor shall not take any action with respect to other contractors which causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provision of this contract.

H.4 NON-PERSONAL SERVICES

The Contractor agrees that this is a non-personal service contract. For the purposes of the contract the Contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venture with, the Government: and that the Contractor shall neither supervise, nor accept supervision from, Government employees.

No personal services shall be performed under this contract. No contract employee will be directly supervised by any employees of the Government. All individual contractor employee assignments and daily work direction shall be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently governmental actions under this Contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with the contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to change the direction of their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.5 USE AND DISSEMINATION OF CONTRACT DATA AND INFORMATION

Without the prior written consent of the Contracting Officer, the Contractor shall not use or disseminate any data, information or results acquired as a result of performing work under this contract for purposes other than accomplishing this contract. Contractor requests to use or disseminate such data, information or results for purposes other than performing work under this contract, shall be submitted directly to the Contracting Officer and include 2 copies of all material (data or information) being proposed for other use or dissemination. The Contracting Officer shall make a decision on the Contractor's request to use or disseminate the data or information, in written form within 30 days, oral form within 15 days and for Congressional purposes within 10 days.

H.6 LOCATION OF CONTRACTOR PERSONNEL

The work to be accomplished under this contract shall be performed at the FAA William J. Hughes Technical Center. The Government will provide office space and furnishings. The Government will also provide local telephone services and access to the General Telecommunication System (FTS) for office space at the William J. Hughes Technical Center. Use of said services will be limited to calls made by the contractor solely in connection with performance under this contract.

H.7 HANDLING OF DATA

The contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on each data item and not to:

(1) Disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and

(2) Use for any purpose other than the performance of the contract that data which bears a restrictive marking legend.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between parties. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization provided, it remains proprietary.

Though formal training is company policy and procedures, the contractor agrees to make its employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or proprietary data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only"), received in connection with the work under this contract. The contractor shall furnish a sample form of this agreement to the Contracting Officer promptly after award.

The contractor specifically agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of proprietary data by the contractor, its employees, subcontractor, or agents. The contractor agrees to include the substance of this provision in all subcontracts awarded under this contract.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the contractor shall return all such data and information, including all copies, modifications, adaptations, or combination thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to the company. The contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combination of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company), have been deleted from the contractor's (and any subcontractor's) records.

As used herein, the term "data" has the meaning set forth in AMS clause 3.5-13, Rights in Data—General.

H.8 CONTRACTOR RESPONSIBILITIES

- (a) The Contractor shall provide all management, administrative, and supervisory functions required for the effective and efficient performance of this contract.
- (b) The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use, service, operations, or performance of work under the terms of this contract, to the extent resulting from the negligent acts or omissions of the Contractor.
- (c) The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.
- (d) The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:
 - (1) Discuss with unauthorized persons any information obtained in the performance of work under this contract;
 - (2) Conduct business not directly related to this contract on Government premises;
 - (3) Use computer systems and/or other Government facilities for company or personal business other than work related to this requirement; or
 - (4) Recruit on Government premises or otherwise act to disrupt official Government business.

PART II - SECTION I CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.2.2.3-33 Order of Precedence (July 2004)**
- 3.2.2.3-75 Requests for Contract Information (July 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors
 Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.2-8-1 Material Requirements (October 2007)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-6 Restriction on Subcontractor Sales to the FAA (April 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-6 Discounts for Prompt Payment (April 1996)**
- 3.3.1-8 Extras (April 1996)**
- 3.3.1-9 Interest (January 2008)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (January 2008)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.1-10 Insurance – Work on a Government Installation (July 1996)**
- 3.4.2-6 Taxes—Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)**
- 3.4.2-8 Federal, State, and Local Taxes – Fixed Price Contract (April 1996)**
- 3.5-1 Authorization and Consent (April 1996)**
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)**
- 3.5-3 Patent Indemnity (April 1996)**
- 3.5-13 Rights in Data – General (October 1996)**
- 3.6.1-1 Notice of Total Small Business Set-Aside (July 2006)**
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled
 Veteran Owned Small Business Concerns (September 2001)**
- 3.6.1-4 Small, Small Disadvantaged and Women-Owned and Service-Disabled Veteran Owned
 Small Business Subcontracting Plan (September 2001)**
- 3.6.1-6 Liquidated Damages—Subcontracting Plan (September 2001)**
- 3.6.1-7 Limitations on Subcontracting (July 2008)**
- 3.6.2-2 Convict Labor (April 1996)**

- 3.6.2-9 Equal Opportunity** (August 1998)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans** (April 2007)
- 3.6.2-13 Affirmative Action for Workers With Disabilities** (April 2000)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era** (April 2007)
- 3.6.2-35 Prevention of Sexual Harassment** (August 1998)
- 3.6.3-1 Clean Air and Water Certification** (April 2000)
- 3.6.3-2 Clean Air and Clean Water** (April 1996)
- 3.6.3-11 Toxic Chemical Release Reporting** (April 2008)
- 3.6.3-16 Drug Free Workplace** (January 2004)
- 3.6.4-10 Restrictions on Certain Foreign Purchases** (April 1996)
- 3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation** (April 1996)
- 3.9.1-1 Contract Disputes** (November 2002)
- 3.9.1-2 Protest After Award** (August 1997)
- 3.10.1-7 Bankruptcy** (April 1996)
- 3.10.1-12 Changes--Fixed-Price Alternate I** (April 1996)
- 3.10.1-25 Novation and Change-of-Name Agreements** (October 2007)
- 3.10.2-1 Subcontracts (Fixed Price Contracts)** (April 1996)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-4 Default (Fixed Price Supply and Service)** (October 1996)
- 3.13-3 Printing/Copying Double-sided on Recycled Paper** (July 2008)
- 3.13-5 Seat Belt Use by Contractor Employees** (January 1999)

3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.

(2) Exclusion from subsequent FAA contracts.

(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with

subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual

document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and?

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to

be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees.

However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB)

either at one of its Regional offices or at the following address:

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570
1-866-667-6572
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: www.nlrb.gov.

2. The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.
3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)

3.6.2-39 Trafficking in Persons (January 2008)

(a) Definitions:

"Coercion," as used in this clause, means:

- (i) Threats of serious harm to or physical restraint against any person;
- (ii) Any Scheme, plan, or pattern intended to cause a person to believe that failure to perform an act

would result in serious harm to or physical restraint against any person; or

(iii) The abuse or threatened abuse of the legal process.

"Commercial sex Act," as used in this clause, means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee," as used in this clause, means an employee of a contractor or subcontractor directly engaged in the performance of work under a FAA contract.

"Involuntary servitude," as used in this clause, means a condition of servitude induced by means of:

- (i) Any scheme, plan, or pattern intended to cause a person to believe that if the person did not enter into or continue in such conditions, that person or another person would suffer harm or physical restraint; or
- (ii) The abuse or threatened abuse of the legal process.

"Severe trafficking of persons," as used in this clause, means:

- (i) Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced has not attained 18 years of age; or
- (ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking," as used in this clause, means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) The contractor will establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking of persons, procurement of sexual acts, or use forced labor in the performance of this contract.

(c) The contractor will take action to ensure that all contractor and subcontractor employees are aware of laws, regulations, and policies, to include actions taken by the contractor if violated, regarding severe forms of trafficking of persons, procurement of sexual acts, or use of forced labor.

(d) The contractor must notify the contracting officer of:

- (1) Any information it receives that alleges an employee or subcontractor employee has engaged in

conduct that violates this policy; and

(2) Any actions taken against the employee or subcontractor employee.

(e) In addition to other remedies available to the FAA, the contractor's failure to comply with the requirements of this clause may render the contractor subject to:

(1) Required removal of a contractor or subcontractor employee from the performance of the contract;

(2) Suspension of contract payments;

(3) Loss of award fee for the period of noncompliance;

(4) Termination for default; or

(5) Suspension or debarment.

(f) The contractor must include the substance of this clause in all subcontracts for performance of work under a FAA contract.

(End of Clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Risk/Sensitivity Level

Software Engineer

5

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph

(b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of

receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

FAA William J. Hughes Technical Center, ACT-8, Atlantic City International Airport, NJ 08405

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor

employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the

Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200.00 for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Kara Pozza, ACT-8, William J. Hughes Technical Center. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the William J. Hughes Technical Center must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to Kara Pozza, ACT-8, William J. Hughes Technical Center by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: William J. Hughes Technical Center, ACT-8. Atlantic City International Airport, NJ 08405. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once

the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by Kara Pozza, ACT-8, William J. Hughes Technical Center. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting Kara Pozza, 609-485-9865.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

Attachment I	Business Declaration Form
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PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.6.2-5 Certification of Non-segregated Facilities (April 1996)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____ ,
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other
_____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit
organization, ☐ a joint venture, or ☐ a corporation, registered for business in
_____.
(country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.3-76 Representation- Release of Contract Information (July 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)[] You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)[] You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that [] your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)[] You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[] As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

[End of Provision]

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (October 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(E) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more

contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(a) The Offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(b) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(c) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.5-14 Representation of Limited Rights Data and Restricted Computer Software (January 2009)

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause at AMS 3.5-15, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)--

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the status of the date should the contract be awarded to the offeror.

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No.

11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (April 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

WJHTC 3.6.1-2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

(SEP 2002)

The North American Industry Classification System (NAICS) code for this requirement is 541511. **THIS PROCUREMENT IS A SMALL BUSINESS SET ASIDE.** For additional information, see <http://www.sba.gov/size/NAICSPPT/NAICS-for-the-WEB.html>.

(End of Provsion)

3.6.3-10 Certification of Toxic Chemical Release Reporting (July 2008)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; ; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K.1 ALTERNATE DISPUTES RESOLUTION

The Government is willing to practice and participate in Alternate Disputes Resolution (ADR) techniques, including partnering and mediation, during performance of this contract. Contractor participation in ADR techniques is voluntary and award of this contract is not conditioned upon contractor acceptance of this clause. The contractor should acknowledge whether or not it is willing to participate in ADR techniques under this contract:

CONTRACTOR RESPONSE: Contractor _____ is _____ is not willing to participate.

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers** (July 2004)
- 3.2.2.3-3 Affiliated Offerors** (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offers** (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 Preparation of Offers** (July 2004)
- 3.2.2.3-18 Explanation to Prospective Offerors** (July 2004)
- 3.2.2.3-19 Contract Award** (July 2004)
- 3.2.3-20 Electronic Submittals** (July 2004)
- 3.13-4 Contractor Identification Number – Data Universal Numbering
 System (DUNS) Number** (April 2006)
 PROVIDE DUNS NUMBER HERE: _____

3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of a FIRM-FIXED PRICE contract resulting from this Screening Information Request.

3.9.1-3 PROTEST (NOV 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions

promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and

other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

L.1 DEFINITIONS

(a) Wherever the word “bidder” appears it shall mean “offeror”.

(b) Wherever the word “bid” appears it shall mean “offer”.

(c) In this part, wherever the word “submittals” appears it shall be meant to include, to the extent called for in the solicitation, a completed SF 1442 with price(s) and acknowledgment of amendments, completed bid schedules, qualifications data, product data, product samples, bid bond, completed Representations and Certifications part, Business Declaration Form, and other requirements specified in the solicitation.

L.2 GENERAL PROPOSAL INSTRUCTIONS

a. Offerors are expected to examine the entire SIR. Failure to do so will be at the offeror’s own risk.

b. Replies to this SIR must follow the outline and/or instructions concerning format given below.

c. Any exception/deviation to these terms and conditions must be clearly indicated in the Volume 2 (Price) proposal. For each exception, the offeror shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. The offeror is advised that any exception taken to the terms and conditions of the solicitation may adversely impact on their evaluation rating. The Government reserves the right not to accept any exceptions to this solicitation.

d. Offerors assume the full responsibility of ensuring that proposals are received at the place and by the date and time specified below:

(1) Address: The Offerors shall submit the proposal to the Contracting Officer at the following address:

Federal Aviation Administration (FAA) William J. Hughes Technical Center
Acquisition & Grants Team AJA-4730
Attn: Lori McLaughlin
Technical Building (Bldg. 300), 4th Floor, Column L23
Atlantic City International Airport, NJ 08405

Offerors are advised of the heightened security at the FAA William J. Hughes Technical Center. Outside visitors will not have access to the facility to hand-deliver proposals unless they are in possession of a valid DOT/FAA photo ID. Therefore, proposals should be mailed to the attention of the FAA Contracting Officer identified in the solicitation. Additionally, offerors are reminded of the requirements contained in AMS Clauses 3.2.2.3-13 – “Submission of Information/Documentation/Offers” and 3.2.2.3-14 “Late Submissions, Modifications, and Withdrawals of Submittals.”

(2) Date and Time: Proposals shall be submitted not later than 2 p.m., local time, by February 26.

(3) Signed Originals: One copy of the proposal shall contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal. Also, see AMS Clause 3.13-4 - Contractor Identification Number—Data Universal Numbering System (DUNS) Number, subparagraph (b).

e. Offerors shall submit only one proposal. Alternate proposals will not be considered

L.3 SUBMISSION OF QUESTIONS

Questions and comments that arise from this solicitation may be submitted, in writing only, via e-mail to: lori.mclaughlin@faa.gov by 2 p.m. local time, February 17, 2009. They will be answered in an Amendment to the SIR if deemed necessary for all interested parties to become aware of. Otherwise, an e-mail response would be initiated to the party submitting inquiry. If an amendment is issued, they will be published at <http://faaco.faa.gov/> under current announcements for the AJP-Technical Center (Atlantic City, NJ) region. Therefore, it is the offerors responsibility to visit this website frequently for updates on this procurement.

L.4 SUBMISSION OF PROPOSALS

The Offeror shall submit an original and two copies of their proposal.

An elaborate proposal is not required. The proposal should be simple and provide straightforward, concise delineation of your capabilities for the subject requirement. You shall provide sufficient detail in response to the technical evaluation criteria contained in Part IV – Section M.

(a) Technical Proposal - Original and two (2) copies to include all data and information required for evaluation based on the factors identified in Section M.3. E-mail or faxed submissions are prohibited.

The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the offeror fully understands the requirement, and that the offeror can meet all the requirements of the SOW. Offerors are advised to submit a proposal that is clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered the most likely to receive award; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.

Any proposal that does not explicitly comply with proposal instructions and SIR requirements may be considered non responsive and may not be further considered for contract award.

If subcontracts are proposed, proposal must clearly indicate which services the prime contractor will provide and which the subcontractor will provide.

The following information is required in/with the submission of your proposal:

- Part I – Section A, page 1, fill in blocks 15, 16, and 17.
- Acknowledgement of each amendment (if applicable) - this is either a signed copy of the amendment or completion of block 14 on page 1.
- Part I – Section B, fully executed

- Part I – Section G, Contractor Remittance and EFT.
- Part I – Section G, Contractor's Trusted Agent.
- Part II – Section I, AMS 3.1.7-6 Disclosure of Certain Employee Relationships.
- Part III – Section J, Business Declaration.
- Part IV – Section K.
- Part IV- Section L AMS 3.13-4 DUNS Number
- Identify if any exceptions/deviations being taken to the SIR.
- Identify each proposed subcontractor by name, address, phone number, facsimile number, name of the contract negotiator, email address, tax identification number (TIN), and DUNS number.
- Offerors shall specifically identify and fully disclose any existing or potential organizational conflicts of interests (Prime and Subcontractor) as part of your proposal submission in this volume. In accordance with AMS Clause 3.1.7-5, Disclosure of Conflicts of Interest, you shall fully discuss the potential impact of such conflicts of interests and your ability to perform all required services under this proposed contract. Offerors shall provide a plan for mitigating the identified conflicts. Offerors with identified organizational conflicts of interest that would preclude their ability to fully perform under this SOW in an unbiased manner may be eliminated from the competition. If an existing or potential organizational conflict of interest (either prime or subcontractor) is not applicable, then the offeror shall certify as such in accordance with AMS 3.1.7-5, and include this certification in this volume.
- All proposal information provided by the offeror must be certified and dated that it is accurate and complete to the best of the offeror's knowledge.

L.5 PAGE LIMITATIONS AND INSTRUCTIONS FOR SUBMITTAL

Page limitation for the Technical Proposal is set forth in Section M; however, offerors are encouraged to submit only the minimum required information. Size of the pages must be uniform; however, limited foldout charts or diagrams may be used and count against the page limits set forth. Foldout charts and diagrams may be furnished in Times New Roman with a font size no less than 8 point and do count against the page limits.

PART IV - SECTION M

Evaluation Factors for Award

M.1 Basis for Award

The Government intends to evaluate proposals and award one contract in response to this SIR to the responsive/responsible offeror whose proposal is the lowest price technically acceptable. Only proposals achieving a “Pass” rating for the technical evaluation factor will be considered for award of this requirement. In the case of multiple proposals receiving an overall rating of “Pass”, award shall be made to the technically acceptable, lowest priced offeror.

The burden of providing thorough and complete information rests with the offeror. Only information supplied in full text in the proposal will be evaluated. Offerors are cautioned that failure to provide all the required information may result in elimination of the offeror from further consideration for award.

The Government reserves the right to award a contract immediately following conclusion of all the evaluations, and may or may not require communications or negotiations with the successful offeror. Therefore, it is critical that each offer be fully responsive to this SIR and its provisions. Additionally, the Government reserves the right to conduct communications and negotiations with any competing offeror, or all competing offerors as the situation warrants.

No contractual obligation or liability on the part of the Government shall exist unless and until the contract is awarded. Therefore, no offeror should begin work on the services and other requirements called for by this SIR until after formal notice of contract award.

M.2 RESPONSIBILITY

Prior to contract award, a prospective offeror must be determined responsible. To be considered responsible, an offeror must have adequate financial resources to perform the contract or be able to obtain them, be able to comply with the delivery schedule, have a satisfactory performance record, have a satisfactory record of integrity and business ethics, have necessary skills, equipment and facilities or ability to obtain them, and be otherwise qualified and eligible to receive an award under applicable laws and regulations. The Government reserves the right to conduct a pre-award survey on a proposed contractor or any proposed subcontractors.

M.3 TECHNICAL EVALUATION

The Technical Evaluation grading will be based on the following factor: Technical Approach. This Factor will be graded as Pass or Fail.

Factor 1: Technical Approach

The submission for Factor 1 must comply with the following format: 10 page limit, font size 12, one-inch margins, single-spaced on letter-sized paper (8.5”X11”).

The proposal shall contain specific details on the technical approach to complete the requirements set forth in the Statement of Work (SOW), Attachment 1 in Section J of the SIR. To receive a “Pass” for this

factor, experience must be shown in all of the below areas. This factor shall be evaluated by showing direct knowledge and experience of the following criteria:

1. Software design, implementation and testing based on software requirements.
2. Development of applications on Sun Solaris operating system.
3. Development of applications on Linux operating system.
4. Development of applications that access a MySQL database.
5. Development of MySQL storage engines (custom database engine development).
6. Installing, configuring and administrating MySQL databases.
7. Development of application tier software to support load balancing between multiple, redundant database servers.
8. Development of applications using the Berkeley sockets (BSD) API
9. Development of applications using the zlib data compression library.
10. Development of applications using the Secure Sockets Layer (SSL) library.
11. Development of web-based applications using Common Gateway Interface (CGI) programs.
12. Building applications using various shell scripting languages like bash, sh, ksh, tcsh.
13. Solaris system administration
14. Linux system administration
15. System security administration including server security and router security
16. Host Common Message Set (CMS) data feeds and recorded data
17. Host Radar Data Processing
18. Host Flight Data Processing
19. Host Monitor

M.4 Price Evaluation

This effort is Firm Fixed Price (FFP). The proposed price shall be provided on the pricing schedule located in Section B. Award will be made to the lowest priced responsive/responsible offeror whose proposal receives a rating of "Pass" in the technical evaluation factor.